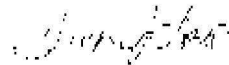


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   37	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-18-015/0680/18/801485/01				3. EFFECTIVE DATE 04/01/2018		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE		HPOD		6. ADMINISTERED BY (If other than Item 5) CODE			
HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  CHEROKEE NATION SYSTEM SOLUTIONS LLC ATTN (b)(4) 10838 E MARSHALL ST STE 200-A17				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 080220864		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		OEI/OIM/IESD		12. PAYMENT WILL BE MADE BY CODE		RTP	
OEI Information Management/IESD US Environmental Protection Agency 1200 Pennsylvania Avenue, N. W. MC 2823T Washington DC 20460				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( 5 )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$6,759,937.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	6	X	I	CONTRACT CLAUSES	22
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	27
X	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	15		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	17				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 68HE0H18R0006, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Tanya Latson			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)		ELECTRONIC SIGNATURE 03/29/2018	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-W-18-015/0680/18/801485/01	PAGE	OF
		2	37

NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION SYSTEM SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 080220864				
	SMALL BUSINESS ADMINISTRATION 9704881066				
	Max Expire Date: 09/30/2023				
	FOB: Destination				
	Period of Performance: 04/01/2018 to 03/31/2023				
0001	Base Period: Help Desk Support for the Central Data Exchange (CDX) Period of Performance: 04/01/2018-03/31/2019 Obligated Amount: \$0.00				1,273,265.00
0002	Option Year 1: Help Desk Support for the Central Data Exchange (CDX) Period of Performance: 04/01/2019 - 03/31/2020 (Option Line Item) 03/31/2019				1,311,463.00
0003	Option Year 2: Help Desk Support for the Central Data Exchange (CDX) Period of Performance 04/01/2020 - 03/31/2021 (Option Line Item) 03/31/2020				1,350,807.00
0004	Option Year 3: Help Desk Support for the Central Data Exchange (CDX) Period of Performance 04/01/2021 - 03/31/22 (Option Line Item) 03/31/2021				1,391,331.00
0005	Option Period 4: Help Desk Support for the Central Data Exchange (CDX) Period of Performance: 04/01/2022 - 03/31/2022 (Option Line Item) 03/31/2022				1,433,071.00
	The obligated amount of award: \$0.00. The total for this award is shown in box 15G.				



## TABLE OF CONTENTS

SECTION B - Supplies or Services/Prices .....	6
B-1 Clauses .....	6
B-2 FAR 52.216-18 ORDERING. (OCT 1995) .....	6
B-3 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995).....	6
B-4 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995).....	6
B-5 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (APR 1984) .....	7
B-6 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS.....	9
B-7 Local Clauses EPA-B-31-101 OTHER DIRECT COSTS .....	9
B-8 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION.....	9
B-9 Local Clauses EPA-B-32-104 CONSIDERATION AND PAYMENT .....	10
B-10 CONTRACT LINE ITEM NUMBERS (CLINS).....	11
B-11-TIERED PRICING FOR CLOSED TICKETS .....	11
B-12 TASK ORDER PROPOSAL PREPARATION COSTS.....	15
SECTION C - Description/Specifications .....	16
C-1 Clauses .....	16
C-2 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016) .....	16
C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS .....	16
C-4 Local Clauses EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL .....	16
SECTION D - Packaging and Marking .....	17
D-1 Clauses .....	17
E-1 Clauses .....	18
E-2 FAR 52.246-1 Contractor Inspection Requirements (APR 1984) .....	18
E-3- FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996) .....	18
SECTION F - Deliveries or Performance.....	19
F-1 Clauses.....	19
F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989).....	19
F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) .....	19
F-4 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (JUN 1996) .....	19
F-5 EPAAR 1552.211-75 WORKING FILES. (APR 1984) .....	21
F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE.....	21
SECTION G - Contract Administration Data.....	22
G-1 Clauses .....	22
G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).....	22
G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009).....	23
G-4 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES.....	23
G-5 EPAAR 1552.237-72 (APR 1984) KEY PERSONNEL .....	23
SECTION H - Special Contract Requirements.....	25
H-1 Clauses .....	25
H-2 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016) .....	25
H-3 EPAAR 1552.208-70 PRINTING. (SEP 2012).....	25
H-4 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984).....	25
H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994).....	25
H-6 EPAAR 1552.209-75 ANNUAL CERTIFICATION. (MAY 1994).....	25
H-7 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014) .....	25
H-9 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) .....	25
H-10 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984) .....	25
H-11 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984).....	25

H-12 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)	25
H-13 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)	25
H-14 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)	26
H-16 Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES	26
H-17 Local Clauses EPA-H-04-102 ELECTRONIC SIGNATURES	26
H-18 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION	27
H-19 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES	27
H-20 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)	27
H-21 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES	28
H-22 Local Clauses EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS	28
H-23 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION	28
H-24 Local Clauses EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES	28
SECTION I - Contract Clauses	31
I-1 Clauses	31
I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)	31
I-3 FAR 52.203-3 GRATUITIES. (APR 1984)	31
I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)	31
I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)	31
I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)	31
I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)	31
I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. OCT 2010)	31
I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)	31
I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)	31
I-11 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)	31
I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)	31
I-13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)	31
I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)	31
I-15 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)	31
I-16 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)	31
I-17 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTICE CORPORATIONS (NOV 2015)	31
I-18 FAR 52.210-1 MARKET RESEARCH. (APR 2011)	31
I-19 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)	31
I-20 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)	31
I-21 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)	31
I-22 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)	31
I-23 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)	31
I-24 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)	32
I-25 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)	32
I-26 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)	32
I-27 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (JAN 2017)	32

I-28 FAR 52.219-17 SECTION 8(A) AWARD. (JAN 2017) .....	32
I-29 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013) .....	33
I-30 FAR 52.222-3 CONVICT LABOR. (JUN 2003) .....	33
I-31 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015) .....	33
I-32 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015) .....	33
I-33 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014) .....	33
I-34 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016) .....	33
I-35 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010) .....	33
I-36 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015) .....	33
I-37 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015) .....	33
I-38 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001) .....	33
I-39 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011) .....	33
I-40 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008) .....	33
I-41 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) .....	33
I-42 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007) .....	33
I-43 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) .....	33
I-44 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987) .....	33
I-45 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007) .....	33
I-46 FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) .....	33
(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.....	33
(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract. ....	33
(2) The commercial computer software may be - .....	33
(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred; .....	33
(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative; ....	33
(iii) Reproduced for safekeeping (archives) or backup purposes; .....	34
(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract; .....	34
(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and .....	34
(vi) Used or copied for use with a replacement computer. ....	34
(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions. ....	34
(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract: .....	34
Notice - Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. EP-W-18-015. ....	34
I-47 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013) .....	34
I-48 FAR 52.232-1 PAYMENTS. (APR 1984) .....	34
I-49 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002) .....	34
I-50 FAR 52.232-11 EXTRAS. (APR 1984) .....	34
I-51 FAR 52.232-17 INTEREST. (MAY 2014) .....	34
I-52 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014) .....	34
I-53 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017) .....	34
I-54 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013) .....	34

I-55 FAR 52.232-36 PAYMENT BY THIRD PARTY. (MAY 2014).....	34
I-56 FAR 52.233-1 DISPUTES. (MAY 2014) .....	34
I-57 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) .....	34
I-58 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) .....	34
I-59 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984) .....	34
I-60 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991) .....	34
I-61 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996).....	34
I-62 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014).....	34
I-63 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997).....	34
I-64 FAR 52.242-13 BANKRUPTCY. (JUL 1995) .....	34
I-65 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) .....	34
I-66 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000) .....	34
I-67 FAR 52.244-2 SUBCONTRACTS. (OCT 2010).....	35
I-68 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (NOV 2017) .....	35
I-69 FAR 52.245-9 USE AND CHARGES. (APR 2012).....	35
I-70 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997) .....	35
I-71 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012) .....	35
I-72 FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984).....	35
I-73 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) ALTERNATE IV (SEP 1996) .....	35
I-74 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984).....	35
I-75 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984) .....	35
I-76 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	35
I-77 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991).....	35
SECTION J - List of Documents, Exhibits and Other Attachments.....	36
J-1 List of Documents, Exhibits, and Other Attachments.....	36

**SECTION B - Supplies or Services/Prices****B-1 Clauses****B-2 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2018 through March 31, 2023.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**B-3 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$200,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$6,759,937.00;

(2) Any order for a combination of items in excess of \$6,759,937.00; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**B-4 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.



(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

**B-5 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract:

BASE PERIOD				
Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
Project Manager	Senior	(b)(4)		\$118,253.00
Help Desk Manager				\$81,850.00
Help Desk Coordinator	Senior			\$259,046
Help Desk Coordinator	Intermediate			\$498,854.00
Help Desk Coordinator (Spanish Support)				\$259,046.00
CLIN 0011				\$1,273,265.00

OPTION PERIOD 1				
Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
Project Manager	Senior	(b)(4)		\$121,800.00
Help Desk Manager				\$84,305.00
Help Desk Coordinator	Senior			\$266,818.00
Help Desk Coordinator	Intermediate			\$513,820.00
Help Desk Coordinator (Spanish Support)				\$226,870.00
CLIN 0021				1,311,463.00

<b>OPTION PERIOD 2</b>				
<b>Personnel classification</b>	<b>Skill level</b>	<b>Estimated direct labor hours</b>	<b>Fixed hourly rate</b>	<b>Total</b>
Project Manager	Senior	(b)(4)		\$125,454.00

Help Desk Manager		(b)(4)	\$86,834.00
Help Desk Coordinator	Senior		\$274,822.00
Help Desk Coordinator	Intermediate		\$529,235.00
Help Desk Coordinator (Spanish Support)			\$233,676.00
CLIN 0031			\$1,350,806.00

## OPTION PERIOD 3

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
Project Manager	Senior	(b)(4)		\$129,218.00
Help Desk Manager				\$89,439.00
Help Desk Coordinator	Senior			\$283,067.00
Help Desk Coordinator	Intermediate			\$545,112.00
Help Desk Coordinator (Spanish Support)				\$240,687.00
CLIN 0041				\$1,391, 332.00

## OPTION PERIOD 4

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
Project Manager	Senior	(b)(4)		\$133,095.00
Help Desk Manager				\$92,122.00
Help Desk Coordinator	Senior			\$291,559.00
Help Desk Coordinator	Intermediate			\$561,465.00
Help Desk Coordinator (Spanish Support)				\$247,907.00
CLIN 0051				\$1,433,071.00

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Contracting Officer Representative (COR). The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

#### **B-6 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$200,000.00. The amount of all orders shall not exceed **\$6,759,937.00**.

#### **B-7 Local Clauses EPA-B-31-101 OTHER DIRECT COSTS**

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

CLIN	Description	Not-to-Exceed Ceiling
0014	Base Period: Other Direct Costs	(b)(4)
0024	Option Period 1: Other Direct Costs	
0034	Option Period 2: Other Direct Costs	
0044	Option Period 3: Other Direct Costs	
0054	Option Period 4: Other Direct Costs	

The acceptable categories that are considered ODCs under this contract are Telecom, Software, Hardware, Training, Supplies, and Travel.

ODC requirements exceeding the not-to-exceed ceiling, when combined for any of the above CLINs under this contract, are not authorized unless the Contracting Officer has expressly authorized them in writing by modification to this contract.

#### **B-8 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) The following Contract Line Item Numbers (CLINs) may be incrementally funded provided that the Task Order ordering these services is ordering severable services:

##### **To be determined at the Task Order level**

The funded portion of the total CLIN price that is presently available for payment and allotted to the respective CLIN is identified as the "Incrementally Funded" amount in the Task Order CLIN.

(b) For incrementally funded CLINs identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those CLINs beyond that point.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 7 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable CLINs up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds

are not allotted by the date identified in the Contractor's notification, or by an agreed-upon substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the CLINs identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the CLINs identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the CLINs, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the CLINs identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the CLINs set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the schedule established in the Task Order.

#### **B-9 Local Clauses EPA-B-32-104 CONSIDERATION AND PAYMENT**

Note: This clause applies to CLINs for which incremental funding has been expressly authorized in the Task Order in accordance with Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION.

(a) Payment shall be made monthly in arrears for services performed during the preceding month at the monthly rate, identified in the Task Order, per month for the period identified in the Task Order.

(b) If, as a result of Task Order award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the monthly rate by 30 and multiplying that figure by the number of days remaining in the month.

(c) See Section I clause entitled "Prompt Payment" for details concerning payment dates.

(d) The monthly rate set forth in paragraph (a) shall include all costs and any related profit for providing all services as specified in the Task Order including, but not necessarily limited to wages, labor overhead, general and administrative expenses, other direct costs related to performance, and profit.

#### **B-10 CONTRACT LINE ITEM NUMBERS (CLINS)**

CDX Help Desk Support is offered under this contract in accordance with the following CLIN structure.

Contract CLIN No.	Contract CLIN Title
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0011	Base Period: Help Desk Support
0012	Base Period: Closed Tickets
0013	Base Period: Optional Quantities
0014	Base Period: Other Direct Costs
0021	Option Period 1: Help Desk Support
0022	Option Period 1: Closed Tickets
0023	Option Period 1: Optional Quantities
0024	Option Period 1: Other Direct Costs
0031	Option Period 2: Help Desk Support
0032	Option Period 2: Closed Tickets
0033	Option Period 2: Optional Quantities
0034	Option Period 2: Other Direct Costs
0041	Option Period 3: Help Desk Support
0042	Option Period 3: Closed Tickets
0043	Option Period 3: Optional Quantities
0044	Option Period 3: Other Direct Costs
0051	Option Period 4: Help Desk Support
0052	Option Period 4: Closed Tickets
0053	Option Period 4: Optional Quantities
0054	Option Period 4: Other Direct Costs

A description of the scope of the CLINs is provided in Attachment 4, Placing Task Orders.

#### **B-11-TIERED PRICING FOR CLOSED TICKETS**

The following tiered pricing shall apply for payment purposes for CLINs 0012, 0022, 0032, 0042, and 0052. The applicable tier is determined based on the actual number of closed tickets within the given month. For any particular tier to be considered applicable for a given month, the actual number of closed tickets must be equal to or less than the maximum quantity and more than the minimum quantity for the respective tier. The applicable tier will only be determined once a month, at the sole discretion of the Government. The Contractor will provide any information requested by the Government to determine the applicable tier pricing for any given month.



Minimum Quantity	Maximum Quantity	Fixed Price Per Ticket Closed	Maximum Price Per Month
0	5,000	(b)(4)	
5,001	10,000		
10,001	15,000		
15,001	20,000		
20,001	25,000		
25,001	30,000		
30,001	35,000		
35,001	40,000		
40,001	45,000		
45,001	50,000		
50,001	55,000		
55,001	60,000		
60,001	65,000		
65,001	70,000		
70,001	75,000		
75,001	80,000		
80,001	85,000		
85,001	90,000		
90,001	95,000		
95,001	100,000		
Ceiling Price for CLIN 0012 and CLIN 0013			\$1,273,265.00

Minimum Quantity	Maximum Quantity	Fixed Price Per Ticket Closed	Maximum Price Per Month
0	5,000	(b)(4)	
5,001	10,000		
10,001	15,000		
15,001	20,000		
20,001	25,000		
25,001	30,000		
30,001	35,000		
35,001	40,000		
40,001	45,000		
45,001	50,000		
50,001	55,000		

55,001	60,000	(b)(4)
60,001	65,000	
65,001	70,000	
70,001	75,000	
75,001	80,000	
80,001	85,000	
85,001	90,000	
90,001	95,000	
95,001	100,000	
<b>Ceiling Price for CLIN 0022 and CLIN 23</b>		<b>\$1,311,463.00</b>

<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Fixed Price Per Ticket Closed</b>	<b>Maximum Price Per Month</b>
0	5,000	(b)(4)	
5,001	10,000		
10,001	15,000		
15,001	20,000		
20,001	25,000		
25,001	30,000		
30,001	35,000		
35,001	40,000		
40,001	45,000		
45,001	50,000		
50,001	55,000		
55,001	60,000		
60,001	65,000		
65,001	70,000		
70,001	75,000		
75,001	80,000		
80,001	85,000		
85,001	90,000		
90,001	95,000		
95,001	100,000		
<b>Ceiling Price CLIN 0032 and CLIN 33</b>		<b>\$1,305,807.00</b>	

<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Fixed Price Per Ticket Closed</b>	<b>Maximum Price Per Month</b>
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0	5,000
5,001	10,000
10,001	15,000
15,001	20,000
20,001	25,000
25,001	30,000
30,001	35,000
35,001	40,000
40,001	45,000
45,001	50,000
50,001	55,000
55,001	60,000
60,001	65,000
65,001	70,000
70,001	75,000
75,001	80,000
80,001	85,000
85,001	90,000
90,001	95,000
95,001	100,000

(b)(4)

**Ceiling Price CLIN 0042 and CLIN 43****\$1,391,331.00**

<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Fixed Price Per Ticket Closed</b>	<b>Maximum Price Per Month</b>
0	5,000	(b)(4)	
5,001	10,000		
10,001	15,000		
15,001	20,000		
20,001	25,000		
25,001	30,000		
30,001	35,000		
35,001	40,000		
40,001	45,000		
45,001	50,000		
50,001	55,000		
55,001	60,000		
60,001	65,000		
65,001	70,000		

70,001	75,000	(b)(4)
75,001	80,000	
80,001	85,000	
85,001	90,000	
90,001	95,000	
95,001	100,000	
Ceiling Price CLIN 0052 and CLIN 53		\$1,433,071.00

**B-12 TASK ORDER PROPOSAL PREPARATION COSTS**

The Contractor is responsible for determining the most appropriate method for recovering Task Order Proposal preparation costs so long as the practice is consistently applied throughout performance under the contract.

**SECTION C - Description/Specifications****C-1 Clauses****C-2 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)****C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through Contracting Officer issuance of Task Orders.

**C-4 Local Clauses EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL**

Section(s) 4. FACTOR 4: TRANSITION PLAN, and all figures, of the Contractor's technical proposal entitled "CDX Help Desk Support" dated March 16, 2018, as supplemented with the Contractor's Final Proposal Revision dated March 22, 2018, is/are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.



**SECTION D - Packaging and Marking**

**D-1 Clauses**

There are NO clauses included for this Section

**SECTION E - Inspection and Acceptance**

**E-1 Clauses**

**E-2 FAR 52.246-1 Contractor Inspection Requirements (APR 1984)**

**E-3- FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

**SECTION F - Deliveries or Performance****F-1 Clauses****F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)****F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment I, Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

**F-4 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (JUN 1996)**

(a) The Contractor shall furnish **two (2)** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

- (6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved work plans.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
- (1) For the current period, display the amount claimed.
  - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
    - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
  - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
  - (5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.
  - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the **15th** of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Addressee (email and/or shipping)
1	Contracting Officer Representative	Email address specified in Local Clauses EP-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES
1	Contracting Officer	Email address specified in Local Clauses EP-G-42-101 CONTRACT ADMINISTRATION

		REPRESENTATIVES
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**F-5 EPAAR 1552.211-75 WORKING FILES. (APR 1984)****F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be a Base Period of 12 months and four (4), 12-month Option Periods. Task Order periods of performance will be determined at the Task Order level.



**SECTION G - Contract Administration Data****G-1 Clauses****G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 23 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: to be determined at the Task Order Level

### **G-4 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Primary COR:

Sandra Rivera

Office: 202-564-1054

Email: [Rivera.Sandra@epa.gov](mailto:Rivera.Sandra@epa.gov)

Alternate COR:

Bijan Mashayekhi

Office: 202-566-2973

Email: [Mashayekhi.Bijan@epa.gov](mailto:Mashayekhi.Bijan@epa.gov)

Contracting Officials responsible for administering this contract are as follows:

#### **Administrative Contracting Officer:**

Tanya Latson

Office: 202-564-1651

Email: [Latson.Tanya@epa.gov](mailto:Latson.Tanya@epa.gov)

#### **Contract Specialist:**

None

### **G-5 EPAAR 1552.237-72 (APR 1984) KEY PERSONNEL**

(a) The Contractor shall assign to this contract the following key personnel:

#### **TITLE**

Project Manager (Senior)

Help Desk Manager

Help Desk Coordinator (Senior)

#### **NAME**

(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**SECTION H - Special Contract Requirements****H-1 Clauses**

**H-2 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)**

**H-3 EPAAR 1552.208-70 PRINTING. (SEP 2012)**

**H-4 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)**

**H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)**

**H-6 EPAAR 1552.209-75 ANNUAL CERTIFICATION. (MAY 1994)**

**H-7 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, at any time during the contract period of performance. In addition to the Contracting Officer, the following individuals are authorized ordering officers: any EPA Contracting Officer.

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task/delivery order, depending upon which is provided, within 5 calendar days of receipt.

(d) Prior to the placement of any task/delivery order, the Contractor will be provided with a proposed Performance Work Statement and will be asked to respond with detailed technical and cost proposals within 5 calendar days or less, unless specific otherwise in the request. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order which will accrue in the next thirty (30) days will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within 5 calendar days.

**H-9 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)**

**H-10 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)**

**H-11 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)**

**H-12 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

**H-13 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)**

**H-14 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)****H-16 Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"" ) at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

**H-17 Local Clauses EPA-H-04-102 ELECTRONIC SIGNATURES**

(a) The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate:

- (1) that the document was electronically signed,
- (2) who signed the document,
- (3) the title of the electronic signer, and
- (4) the date and time it was signed.

(b) The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form. The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

(c) The following types of documents shall be issued as signed, paper originals only: None.

(d) At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature,

of the following types of documents: None.

(e) Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the Contracting Officer may modify or suspend the contractor's authorization to use electronic signatures.

#### **H-18 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

#### **H-19 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES**

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

#### **H-20 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

#### **H-21 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

#### **H-22 Local Clauses EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

**To be inserted in the Task Order upon issuance**

#### **H-23 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION**

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

#### **H-24 Local Clauses EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES**

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term 'Federal holidays' as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 - New Year's Day

January - Monday - Martin Luther King Day

February - Third Monday - Washington's Birthday

May - Last Monday - Memorial Day



July 4 - Independence Day

September - First Monday - Labor Day

October - Second Monday - Columbus Day

November 11 - Veterans Day

November - Fourth Thursday - Thanksgiving Day

December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

(i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);

(ii) Inclement weather;

(iii) Failure of Congress to appropriate operational funds;

(iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or

(v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year - 10 Federal holidays - 104 Saturdays/Sundays = 251 days/12 months

= 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.



(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

**SECTION I - Contract Clauses****I-1 Clauses****I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)****I-3 FAR 52.203-3 GRATUITIES. (APR 1984)****I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)****I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)****I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)****I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)****I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. OCT 2010)****I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)****I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)**

EPA Hotline Poster may be obtained from: <http://www.epa.gov/oig/hotline/html> or write to EPA  
Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW  
Washington, DC 20460

**I-11 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)****I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)****I-13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)****I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)****I-15 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)****I-16 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)****I-17 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTICE CORPORATIONS (NOV 2015)****I-18 FAR 52.210-1 MARKET RESEARCH. (APR 2011)****I-19 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)****I-20 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)****I-21 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)****I-22 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)****I-23 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)**

- (3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request.

**I-24 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day prior to the expiration of the period of performance.

**I-25 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 69 months (inclusive of the maximum of 6 months allowed under the Option to Extend Services pursuant to FAR 52.217-8, and the maximum of 90 days, or 3 months, allowed under the Continuity of Services pursuant to FAR 52.237-3).

**I-26 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)**

**I-27 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (JAN 2017)**

**I-28 FAR 52.219-17 SECTION 8(A) AWARD. (JAN 2017)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the [insert name of contracting activity] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Environmental Protection Agency.

**I-29 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)**

The Contractor represents that it [ X ] is, [ ] is not a small business concern under NAICS Code 541513 - Computer Facilities Management Services assigned to contract number *[to be inserted at the time of contract award]*.

**I-30 FAR 52.222-3 CONVICT LABOR. (JUN 2003)**

**I-31 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)**

**I-32 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)**

**I-33 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)**

**I-34 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)**

**I-35 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

**I-36 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)**

**I-37 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)**

**I-38 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I-39 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**I-40 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**

**I-41 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

**I-42 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**

**I-43 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**

**I-44 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**

**I-45 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

**I-46 FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)**

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be -

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

- (iii) Reproduced for safekeeping (archives) or backup purposes;
  - (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
  - (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
  - (vi) Used or copied for use with a replacement computer.
- (3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.
- (c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice - Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. EP-W-18-015.

**I-47 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**

**I-48 FAR 52.232-1 PAYMENTS. (APR 1984)**

**I-49 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**

**I-50 FAR 52.232-11 EXTRAS. (APR 1984)**

**I-51 FAR 52.232-17 INTEREST. (MAY 2014)**

**I-52 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**I-53 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)**

**I-54 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**

**I-55 FAR 52.232-36 PAYMENT BY THIRD PARTY. (MAY 2014)**

**I-56 FAR 52.233-1 DISPUTES. (MAY 2014)**

**I-57 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I-58 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I-59 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**

**I-60 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

**I-61 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

**I-62 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)**

**I-63 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**

**I-64 FAR 52.242-13 BANKRUPTCY. (JUL 1995)**

**I-65 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)**

**I-66 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**

**I-67 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)**

**I-68 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (NOV 2017)**

**I-69 FAR 52.245-9 USE AND CHARGES. (APR 2012)**

**I-70 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I-71 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

**I-72 FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)**

**I-73 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) ALTERNATE IV (SEP 1996)**

**I-74 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

**I-75 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**I-76 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browsefar>

Environmental Protection Agency Acquisition Regulation (EPAAR): [https://www.ecfr.gov/cgi-bin/text-idx?SID=48d3b9657452d9353cca5505a4f7ce62&mc=true&tpl=/ecfrbrowse/Title48/48cfr1552\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=48d3b9657452d9353cca5505a4f7ce62&mc=true&tpl=/ecfrbrowse/Title48/48cfr1552_main_02.tpl)

**I-77 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**SECTION J - List of Documents, Exhibits and Other Attachments****J-1 List of Documents, Exhibits, and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Performance Work Statement	March 29, 2018
2	Quality Assurance Surveillance Plan	March 29, 2018
3	Agency Security Requirements for Contractor Personnel	March 29, 2018
4	Placing Task Orders	March 29, 2018
5	Cybersecurity and Protecting Sensitive Information	March 29, 2018

EP-W-18-015 MOD SUMMARY

	Reason For Modification	Status	Award Date	Obligation	Total Amount
BASE		Released	5/1/2018	\$560,756.61	\$6,759,937.00
P00001	Funding Only Action	Released	6/27/2018	\$286,168.50	\$0.00
P00002	Funding Only Action	Released	7/31/2018	\$1,816.00	\$0.00
P00003	Funding Only Action	Released	11/20/2018	\$20,000.00	\$0.00
P00004	Funding Only Action	Released	2/13/2019	\$172,846.80	\$0.00
P00005	Exercise an Option	Released	2/28/2019	\$144,000.00	\$0.00
P00006	Other Administrative Action	Released	4/8/2019	\$549,922.09	\$549,922.09
P00007	Funding Only Action	Released	4/16/2019	\$260,648.00	\$260,648.00
P00008	Funding Only Action	Released	6/17/2019	\$123,000.00	\$0.00
P00009	Other Administrative Action	Released	7/10/2019	(\$30,691.84)	\$0.00
					<b>\$7,570,507.09</b>



Attachment 1

# **U.S. EPA Central Data Exchange (CDX) Help Desk Support**

## **PERFORMANCE WORK STATEMENT**

**March 29, 2018**



United States Environmental Protection Agency (EPA)  
Office of Environmental Information (OEI)  
Office of Information Management (OIM)  
Information Exchange Solutions Branch (IESB)

# Table of Contents

1. BACKGROUND .....	4
1.1. Purpose .....	4
1.2. Agency Mission.....	5
1.3. IESB Mission .....	6
1.4. CDC Program Initiatives .....	6
1.5. CDX Development Services Description.....	6
1.6. Cross-Media Electronic Reporting Rule (CROMERR) Support Procedures .....	7
1.7. Objective .....	8
2. TASKS .....	8
2.1. Help Desk.....	8
2.1.1. Project Management .....	8
2.1.2. Integrated Project Team (IPT) Participation .....	10
2.1.3. CDX Help Desk Support .....	11
2.1.3.1. Tier 1 .....	11
2.1.3.2. Tier 2.....	13
2.1.3.3. Tier 3.....	14
2.1.3.4. CDX Help Desk Operations.....	14
2.1.4. CDX Telephone Tree and Help Desk Recordings.....	15
2.1.4.1. Security Notifications and Alerts.....	15
2.1.4.2. Help Desk Trouble Ticketing Software .....	15
2.1.4.3. Help Desk Phone System Hardware/Software .....	16
2.1.4.4. Help Desk Software Licenses .....	16
2.1.5. Customer Services .....	16
2.1.6. Contingency Planning, Help Desk Documentation and Program Office and CDX Dataflow Document Requests .....	16
2.1.6.1. Repository Software.....	18
2.1.7. Help Desk Related Training and Travel .....	18
2.2. Optional Quantities .....	18
3. TRANSITION SUPPORT .....	19
3.1. Incoming Transition-In .....	19
3.2. Outgoing Transition-Out.....	20
4. DELIVERABLES & ACCEPTANCE CRITERIA .....	21
5. HELP DESK SERVICE LEVELS.....	24
5.1. Help Desk Call Answer .....	24
5.2. Call Abandonment Rate.....	25
5.3. First-Call Resolution Rate.....	25
5.4. Call Center Availability .....	26
5.5. Customer Satisfaction .....	26
5.6. Ticket Opened Time Length .....	27
5.7. Legend.....	27
5.8. Incident Priorities and Escalation times.....	28
5.9. Problem Escalation .....	29

6. DEFINITIONS AND ACRONYMS .....	29
-----------------------------------	----

<b>Attachment A .....</b>	<b>Error! Bookmark not defined.</b>
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1. INFORMATION ASSURANCE.....	<b>Error! Bookmark not defined.</b>
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1.1. Safeguarding Sensitive Data and Information Technology Resources.....	35
--	----

1.2. Security Clearances.....	36
-------------------------------	----

1.3. Initial Contractor Requirements.....	38
---	----

1.3.1. Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less.....	39
--	----

1.3.2. Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months .....	40
---	----

1.3.3. Ongoing Contractor Security Responsibilities .....	41
---	----

1.3.4. Personally Identifiable Information Contract Closeout .....	41
--	----

1.3.5. Contractor Return of all EPA-Provided and EPA-Activity-Related Information	42
---	----

1.3.6. Verified Secure Destruction of All EPA-Provided and EPA-Activity-Related Information .....	43
---	----

1.3.7. Contractor Return of all EPA-Owned and Leased Computing and Information Storage Equipment.....	44
---	----

1.3.8. Authority to Operate (ATO) Suspension or Revocation.....	44
---	----

1.3.9. Security Monitoring and Alerting Requirements .....	45
--	----

1.3.10. IT Security and Privacy Awareness Training .....	46
--	----

1.3.11. Specialized Information Security Training for Staff with Significant Security Responsibilities .....	46
--	----

1.3.12. Federal Reporting Requirements .....	47
--	----

1.3.13. Protecting Sensitive Information .....	47
--	----

1.3.14. Security Assessment and Authorization (SA&A) .....	52
--	----

1.3.15. Contractor System Oversight/Compliance .....	54
--	----

1.3.16. Contractor Access to EPA IT Systems .....	55
---	----

1.3.17. Individual Notification for Personally Identifiable Information .....	56
---	----

1.3.18. Credit Monitoring and Identity Protection .....	58
---	----

1.3.19. Compliance with IT Security Policies .....	60
--	----

1.3.20. Secure Technical Implementation .....	60
---	----

1.3.21. Internet Protocol Version 6 (IPv6) .....	61
--	----

1.3.22. Cloud Service Computing .....	62
---------------------------------------	----

1.3.23. Contract Performance Information and Testimony .....	63
--	----

1.3.24. Rehabilitation Act Section 508 Standards .....	63
--	----

1.3.25. Termination for Default - Failure to Report Information Security Incident...	64
--	----

## **1. BACKGROUND**

The Office of Environmental Information (OEI), headed by the Chief Information Officer, manages the life cycle of information, supporting EPA's goal of protecting human health and the environment. The OEI Office of Information Management (OIM) collects, manages, provides, and safeguards environmental information.

The CDX Program has many stakeholders. Listed below are descriptions of some of the various stakeholders with whom the contractor interacts:

EPA Program Offices and EPA Regional Offices - Develop environmental rules that require submission of environmental data to EPA, provide business and technical requirements for submission and management of environmental data, and fund data exchange projects. These are the traditional CDX customers.

State, Local and Tribal Partners - Typically wish to develop a presence on the Environmental Information Exchange Network. Most state, local and tribal partners receive grant money from EPA to help fund projects for the Exchange Network.

Other Federal and International Agencies – Exchange relevant information with other Federal agencies in the United States as well as agencies in other countries.

CDX Users - Environmental rules developed by EPA Program Offices require CDX users to submit environmental data to EPA. CDX users do not typically fund CDX services.

Information Exchange Solutions Branch (IESB) Team Members – A COR and an ALT COR and supporting subject matter experts will work directly with contractor to develop, deliver, and maintain CDX services and support the CDX Help Desk.

### ***1.1. Purpose***

The Environmental Protection Agency (EPA) requires technical support including development, operations and maintenance, and special projects for the Central Data Exchange (CDX), and its stakeholders. CDX is the central system through which environmental data is received from the regulated community and processed for delivery to program offices in the agency, as well as other stakeholders. CDX also serves as the point of presence on the National Environmental Information Exchange Network where State and Tribes routinely conduct data transactions with EPA. Additionally, CDX is an integral component of the E-Enterprise Portal, which provides a consolidated entry point for businesses and citizens to interact with relevant EPA, State and Tribal Entities.

## **1.2. Agency Mission**

The United States Environmental Protection Agency (EPA) is charged with protecting human health and the environment. Since 1970, EPA has been working for a cleaner, healthier environment for the American people.

EPA employs approximately 15,000 individuals across the country, including our headquarter offices in Washington, DC, ten regional offices, and more than a dozen labs. EPA staff is highly educated and technically trained; more than half are engineers, scientists, and policy analysts. In addition, a large number of employees are legal, public affairs, financial, information management and computer specialists. EPA is led by the Administrator, who is appointed by the President of the United States. The EPA's primary work includes:

- a. Protect human health and the environment through a combination of environmental monitoring, scientific research, programs and partnerships.
- b. Develop and enforce regulations: EPA works to develop and enforce regulations that implement environmental laws enacted by Congress. EPA is responsible for researching and setting national standards for a variety of environmental programs, and delegates to states and tribes the responsibility for issuing permits and for monitoring and enforcing compliance. Where national standards are not met, EPA can issue sanctions and take other steps to assist the states and tribes in reaching the desired levels of environmental quality.
- c. Offer financial assistance: In recent years, between 40 and 50 percent of EPA's enacted budgets have provided direct support through grants to State environmental programs. These EPA grants to States, non-profits and educational institutions help EPA achieve its goals by supporting high-quality research that improves the scientific basis for decisions on national environmental issues.
- d. Perform environmental research: At laboratories located throughout the nation, the agency works to assess environmental conditions and identify, understand, and solve current and future environmental problems; integrate the work of scientific partners such as nations, private sector organizations, academia and other agencies; and provide leadership to address emerging environmental issues and advance the science and technology of risk assessment and risk management.
- e. Sponsor voluntary partnerships and programs: The agency works through its headquarters and regional offices with over 10,000 industries, businesses, non-profit organizations, and state and local governments, on over 40 voluntary pollution prevention programs and energy conservation efforts. Partners set voluntary pollution-management goals; examples include conserving water and energy, minimizing greenhouse gases, slashing toxic emissions, re-using solid waste, controlling indoor air pollution, and getting a handle on pesticide risks. In return, EPA provides incentives like vital public recognition and access to emerging information.

EPA established the Central Data Exchange (CDX) in 1999, responding to increasing demand for electronic reporting and data exchange among trading partners and the regulated community. The branch that manages the CDX Program for EPA is the Information Exchange Solutions Branch (IESB) and it is within EPA's Office of Information Management (OIM). Listed below are the IESB Vision, IESB Mission and IESB Strategies.

More information about EPA's mission and strategy can be found at [www.epa.gov](http://www.epa.gov).

### ***1.3. IESB Mission***

The Information Exchange Solutions Branch (IESB) supports protection of human health and the environment by leading the agency in electronic data exchange. It provides EPA Programs, States, Tribes, and Industry with CDX data exchange options that meet their business needs. It creates CDX solutions and implements a Service Oriented Architecture in alignment with the agency's architecture.

### ***1.4. CDX Program Initiatives***

CDX is currently supporting the flow of data for more than 100 programs. OIM is in the process of expanding CDX, the Exchange Network and the E-Enterprise Portal to support data exchanges and use of shared services with more state environmental agency programs, other federal agencies and international organizations. OIM also seeks to provide the infrastructure and expertise for assisting more EPA and state programs in leveraging the efficiencies of agency-wide technology and services. CDX has begun to host other EPA systems in its hybrid Cloud environment, including TRIME-web and partner nodes, among others.

### ***1.5. CDX Development Services Description***

CDX provides a variety of IT, data, project and financial management services to stakeholders. The CDX program creates data exchanges (also commonly referred to as data flows), each comprised of one or more CDX services. Program offices work with OEI and the contractor to define specific data exchange requirements and to develop and maintain those exchanges. OEI works with the program office to identify and document the activities, deliverables, and acceptance criteria in developing a data exchange. OEI's expectation is that new data exchange projects integrate and utilize existing CDX core services and software components, leveraging service oriented architecture consistent with the EPA's Enterprise Architecture and in accordance with the CDX Life Cycle Management Guide.

Many data exchanges rely on interconnectivity between a trading partner external to EPA (state, tribe or local agency), a regulated entity, EPA's CDX, and a program application/database located in EPA's National Computer Center (NCC). Coordination is performed through application deployment checklist procedures. Some CDX customers

may have application/databases hosted within the CDX test and production environments.

CDX services align with the business needs and actively support their ongoing, and changing, activities. This service management approach includes: Service Strategy, Service Design, Service Operations and Service Continual Improvement. Each of these service areas are supported by a governance or management group using a variety of standard IT frameworks

### ***1.6. Cross-Media Electronic Reporting Rule (CROMERR) Support Procedures***

The Cross-Media Electronic Reporting Rule (CROMERR) provides the legal framework for electronic reporting (ER) under all of the EPA environmental regulations. CROMERR applies to: (a) regulated entities that submit reports and other documents to EPA under Title 40 of the Code of Federal Regulations, and (b) states, tribes, and local governments that are authorized to administer EPA programs under Title 40. §3.2000(b) of CROMERR sets standards for electronic report receiving systems operated by states, tribes, and local governments under their authorized programs. These standards cover a variety of system functions, such as electronic signature validation. The standards are designed to provide electronic submittals with the same level of legal dependability as the corresponding paper submittals.

For reports submitted electronically to EPA, CROMERR requires the reports be submitted through the Central Data Exchange (CDX), or to a system designated by the Administrator for the receipt of those reports. On October 13, 2005, EPA published a Federal Register Notice (70 FR 59748) designating as acceptable all EPA systems that were receiving electronic reports as of that date to continue receiving those reports until October 13, 2007. To receive electronic reports after October 13, 2007, systems other than CDX must be re-designated by the Administrator. Although CROMERR does not subject EPA systems to the standards, EPA has decided that all of its systems will conform to the standards when they operate to receive electronic submittals that are covered by the regulation. In the Preamble to the regulation, EPA commits to meeting the §3.2000(b) standards for its own electronic report receiving systems. CROMERR also requires that states, tribes, and local governments that wish to continue or begin using ER for their authorized programs must revise or modify those programs to incorporate ER. CROMERR details the process to obtain EPA approval of ER-related revisions or modifications to an authorized program. See <http://www.epa.gov/cromerr/>.

- a. The contractor shall provide CDX customers with CROMERR specific support by establishing, documenting, and maintaining procedures for validating user identification, verifying digital certificates, and Electronic Signature Agreements (ESA).

## **1.7. Objective**

The objective of this contract is to provide EPA with CDX Help Desk services that will improve customer service and increase efficiency by providing the following benefits:

1. A centralized approach to customer support, rather than distributed support among EPA CDX tasks/flows
2. Standardized procedures and training documentation for Help Desk operations and handling of security issues
3. Experienced customer support staff involved in full life-cycle development of CDX applications, and reference to and continuous updates to the Help Desk Service Plan and processes.

## **2. TASKS**

### **2.1. Help Desk**

#### **2.1.1. Project Management**

The contractor shall be responsible for ensuring that the required help desk quality levels and schedules are maintained and schedule dates are met.

- a. The contractor shall be available to answer questions via e-mail, telephone, chat and in meetings if required.
- b. The contractor shall attend various other meetings to respond to help desk related inquiries and issues.
- c. The contractor shall produce a weekly status report that typically includes, but not limited to the following categories:
  - Calls Presented
  - Calls Abandoned
  - Abandon Rate
  - Average Time to Answer
  - Avg. contacts/day
  - Average Call Duration
  - Emails Received
  - Chats Received
  - Total Contacts
  - Average Contacts/Work Day
  - Calls answered in < 60 seconds
  - % calls answered in SLA



- Average Contacts/Work Day
  - Calls answered in < 60 seconds
  - List of Active and Inactive Dataflows:
    - Number of Unique Accounts (Total Participants)
    - # of Registered CDX Participants
    - # of help desk tickets received per phone, email and chat
  - Total # of CDX Unique Accounts
  - Total # of Registered CDX Participants
  - # of New Registration Tickets
  - e-Enterprise report
  - List of active data flows with high ticket volumes and an overview of ticket categories.
  - Updates links to FAQs, program public websites and User Guides
- d. The contractor shall produce a monthly status report that typically includes, but not limited to the following data:
- Categories:
    - # calls presented
    - # calls abandoned
    - Avg. call duration
    - # emails received
    - # chats received
    - Avg. contacts/day
  - Number of Tickets Resolved by Program Service: This chart describes how many tickets were resolved (closed) per data flow during the reporting month.
  - Top Program Services by Volume of Resolved Tickets, Monthly: These charts indicate the month-by-month problem resolution trends for each data flow. The “Top 10” reflects the data flows with the highest total number of tickets resolved over a rolling 12-month period. (Pareto diagram, column chart)
  - Total Contacts/Contacts by Source: These charts reflect monthly trends of the total number of contacts at the CDX Help Desk, including telephone calls, live chats and emails.
  - Abandon Rate: This chart displays the percentage of telephone callers who hung up (abandoned their calls) prior to reaching a Help Desk Agent.
  - Percentage of Calls Answered in 60 Seconds: This chart illustrates what percentage of inbound telephone calls were answered within the specified window.

- Average Time to Answer: This chart reflects how long, on average, a customer waited to speak to a help desk agent after selecting a menu option on our automated call distribution system.
  - First Contact Resolution: This chart reflects the percentage of all tickets resolved on the first contact with the customer, without escalation.
  - Help Desk Availability: This chart reflects the percentage of scheduled work time the Help Desk was available to take calls and resolve customer issues.
  - Average Call Duration: This chart displays a monthly trend of how long, on average, a caller remains on the telephone with a help desk agent.
  - Calls Handled by Voice Mail (Business Hours): This chart displays the percentage of calls handled by the voice mail system rather than a live agent.
- e. The contractor shall produce a yearly cost distribution report.
  - f. The contractor shall be available to attend a CDX bi-weekly conference call, as needed, and address help desk related issues.
  - g. The contractor shall provide a Help Desk Initial Staffing Plan, including Peak Periods Draft due with proposal.
  - h. The contractor shall perform administration and data collection activity
  - i. The contractor shall perform Program/Dataflow/Role identification
  - j. The contractor shall perform trend analysis for ticket reduction
  - k. The contractor shall provide user support for complex data submissions

### ***2.1.2. Integrated Project Team (IPT) Participation***

The Contractor shall coordinate actively and responsively with the Government and other Government designated contractors participating in the design, development, test, implementation, deployment, and operation of CDX. Failure or refusal to coordinate and cooperate with the IPT or IPT member contractors precludes effective performance of this agreement.

- a. The Contractor shall participate on IPTs as directed by the Government (Approximately 30 mins to 1 hour).
- b. The Contractor shall participate in weekly Helpdesk Coordination meetings with CDX Tier 3 support contractors (Approximately 30 mins to 1 hour).
- c. The Contractor shall participate in weekly Change Control Board (CCB) meetings with the Government and other Government designated contractors (Approximately 30 mins to 1 hour).
- d. The Contractor shall participate in CDX Dataflow specific meetings with the Government and other Government designated contractors. The meetings would include but limited to reviewing and testing of new or enhanced dataflows, nodes

or applications and providing feedback to providing lessons learned overview to recommendations for overall improvements and lower help desk tickets.

### **2.1.3. CDX Help Desk Support**

#### **2.1.3.1. Tier 1**

The contractor shall provide Tier 1 help desk support. This level of support provides customers with the first contact and expected resolution of general questions and issue analysis of overall CDX Web Registration, Submission, and Flow Application inquiries including password resets, most access issues/questions, adding/updating/removing roles privileges that don't require Level 2 application attention, guiding users through various registration processes, and system outages. Historically, Tier 1 functions include the following support:

1. User ID assistance & password reset
  - The contractor shall provide a COTS Incident Tracking System (ITS) that will integrate with EPA's CDX help desk tool. Ownership of the tool must transfer to the government, if transition to another contractor occurs. This ITS will be used to track incidents from phone calls, chats, and email related to all user and tiered communications. Additional problem tracking through linkages between multiple incidents is also desired.
2. CDX registration assistance
  - The contractor shall assist users in determining what registration process to follow and step-by-step through the process. The contractor may also be responsible for verifying new ESA/PKI users and enabling their accounts.

There are four types of registrations, CDX Web and Advanced Shared Services both open and closed.

- Separate Administrative tools support CDX Web and Advanced Shared CROMERR Services.
- Open Registration is when Users may Request to Register/Owner Pre-Registration (Optional)
  - Role may require Sponsor Letter for approval
  - User Credentials may only be used for Government Partner application
- Closed Registration is when Owner must Request User Register/Owner

### Pre-Registration (Mandatory)

- Post Registration (Open or Closed) - Additional application input required and loaded into Registration Maintenance application for Administrator validation prior to access role authorization
  - Dynamic Registration (Open) - Additional Input validated against database table prior to Open Registration role authorization.
3. Maintain CDX and SCS user accounts, including Add open registration programs; Email address corrections; Add additional roles to CDX accounts
    - The contractor shall be responsible for user account maintenance, including password resets, name changes, role changes, or any other necessary changes which the user cannot do via the site.

#### Examples:

- Add open registration programs
  - Email address corrections
  - Add additional roles to CDX accounts
4. Create, distribute and activate Customer Retrieval Keys (CRK)
  5. Validate user identification, verify digital certificates and electronic signature agreements (ESA)
  6. Address general questions related to CDX not more appropriate to other help resources; direct questions which cannot be answered to the appropriate resource
  7. Help users find their Toxics Release Inventory (TRI) facility identification number
  8. Provide status of user's CDX submission:
    - The contractor shall answer questions regarding submission status and process, but will not view submission content.
  9. Help users download and install software required for CDX submission
  10. Offer assistance with LexisNexis® identity proofing using online diagnosis tools
  11. Escalate issues that cannot be resolved to Tier 2, Tier 3 or the appropriate support line

#### Examples:

- CDX Flow Application Support
  - NODE Support
  - Security Incident Support
12. Conduct identity proofing/verification processes for registrants
  13. Process electronic signature agreements (ESA)

#### 14. Public Key Infrastructure Authentication and Encryption Support.

- Contractors shall follow the EPA standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication including authentication to EPA private web servers or applications. Where interoperable PKI is required for the exchange of unclassified information, including the encryption of e-mail containing sensitive information, between EPA and its customers/vendors and contractors, industry partners shall obtain all necessary certificates.

#### **2.1.3.2. Tier 2**

Based on EPA Program Office requirements, the contractor shall provide Tier 2 help desk support. This level of support provides customers more application-specific assistance (e.g., application questions; upload and submission issues; data correction). These issues can be addressed by User Guides, FAQs, Training materials, maintained by the help desk contractor, but informed by application-specific information received from CDX development contractor. Tier 2 typically includes the following support:

1. Application support:
  - The contractor shall provide support that extends to the use of the website, submission processes and software, but not to the content or requirements of submissions or any application support requiring developer access.
2. Explanation for Failed submission:
  - The contractor shall assist users in understanding submission status and troubleshoot failed submissions up to (but not including) application support requiring developer access.
3. Submission questions/clarification:
  - The contractor shall assist users with all submission-related issues except where development support is required.
4. Regulatory questions/clarification:
  - The contractor shall refer and monitor regulatory questions to the designated third party contact for the data flow hotlines.
5. Designated Data flows:
  - The contractor shall support designated data flows. If calls/emails/chats are received for non-designated data flows the contractor shall report them to EPA
6. Browser configuration:
  - The contractor shall provide Browser configuration support.
7. Dataflow Access:

The contractor shall contact appropriate Dataflow Program Office representative for dataflow access approval

The contractor shall coordinate Tier 2 issues and refer respective inquiries to the Tier 3 or the appropriate support lines for resolution.

### **2.1.3.3. Tier 3**

Tier 3 issues typically require the CDX data flow development contractor to respond after being escalated by the help desk contractor. The help desk contractor shall monitor, report in their ticketing system and escalate Tier 3 issues to the appropriate CDX development contractor for resolution. This level of support provides escalated operations & maintenance and development type support for the Exchange Network infrastructure including backend and shared Exchange Network services, Node Registration/Access, general development planning and support, data correction request, application errors and security-related support. Tier 3 responsibilities require development authority.

Examples:

1. Data correction request
2. Application Errors
3. Back-end approval
4. Additional back-end roles
5. Creation, disabling, changing, and deletion of local computer user accounts.
6. Assisting IT customers with establishing, changing, and resetting network and local system passwords.
7. Provide users with the appropriate permissions to enable access to approved network and/or local resources.
8. Provide notification of disruption of services to appropriate CDX personnel in accordance with EPA CDX policies and procedures.

### **2.1.3.4. CDX Help Desk Operations**

The contractor shall operate and maintain the CDX Help Desk User Support function.

- a. The contractor shall provide help desk support that gives CDX customers the required support services that include, at a minimum, Tier 0 (Frequently Asked Questions (FAQs), chat, e-mail, internet (including Program websites) and a toll-free telephone number.
- b. The contractor's customer support services shall be available Monday through Friday, excluding Federal Holidays, from 8:00 a.m. until 6:00 p.m. Standard or Daylight Savings Time in the Eastern Time Zone depending on the week of the calendar year, 52 weeks a year. The contractor shall extend these hours, per EPA direction, on an as needed basis, to support peak periods or customer location of activity.
- c. The Contractor shall provide Help Desk contact tracking Administration. This shall include maintaining accurate records and procedures for logging and documenting tickets, coordinating ticket distribution and escalation among contractor and Government staff and Service Level Agreement (SLA) metric

collection and reporting. Contractor shall ensure all Help Desk tickets are resolved and closed per agreed upon metrics. Multiple calls, emails or chats for a single problem/issue shall be consolidated to one ticket for resolution, tracking, metrics, and cost. A closed ticket shall be reopened if repeat calls on the same problem/issue are received.

- d. The contractor shall create and distribute customer satisfaction surveys to measure Help Desk performance on a monthly and annual basis.

The contractor's proposed staffing shall ensure that average hold times are kept to no more than 5 minutes per call and that no more than 5 percent of calls are routed to the Help Desk Voicemail System during regular business hours.

The contractor's staffing and system shall be such that the contractor has adequate staff to maintain acceptable CDX Help Desk support per the Service Levels herein. Staffing and the system shall be adjustable to accommodate growth in the CDX program, and multi-lingual support for non- and/or limited English speaking users (e.g., Spanish).

The CDX Program estimates annual growth of five new data flows per year.

#### ***2.1.4. CDX Telephone Tree and Help Desk Recordings***

The contractor shall maintain the CDX Help Desk Telephone Tree and the CDX Help Desk recordings. The CDX Help Desk recordings should be available to the government upon request.

- a. The contractor shall provide EPA with advance draft scripts of the recordings via e-mail and the contractor shall implement upon approval from EPA.

##### ***2.1.4.1. Security Notifications and Alerts***

The contractor shall immediately notify EPA (via e-mail to CDX Security Officer) about security incidents or issues relating to security within one hour of identifying the security breach or incident.

- a. The contractor shall distribute the alert, via e-mail, to the personnel designated as the CDX Security Officer and the alert shall contain all the details of the security breach.

##### ***2.1.4.2. Help Desk Trouble Ticketing Software***

The contractor shall provide help desk ticketing software (e.g. SERVICE NOW) that allows internal (Contractor Staff) and remote (EPA and CDX stakeholder) web based access. The contractor shall obtain EPA approval before purchasing and implementing this ticketing software solution. The solution is not required to be SERVICE NOW. SERVICE NOW is cited as an example.



The help desk ticketing software shall allow EPA to generate statistical reports remotely by data flow for performance metrics such as number of open, pending, and closed tickets, problem description, and contact venue (email, chat...) The software must have integrated Chat service to further support communication with customers.

Provide help desk ticketing software that allows internal (staff) and remote (EPA and CDX stakeholders) web based access. The software must have the capability to integrate with other systems and/or provide an export of information via XML or other type of file formats.

#### ***2.1.4.3. Help Desk Phone System Hardware/Software***

The help desk phone system hardware and software shall be provided by the contractor. The help desk statistical report shall contain information provided by the help desk phone system software on all call handling, i.e. the number of calls going to voicemail, average length of time prior to pickup (wait time) and the number of hang-ups, and average call back time, based on 24-hour window. EPA may require that the contractor generate CDX Program specific usage statistics.

#### ***2.1.4.4. Help Desk Software Licenses***

The contractor shall make available a floating or standard license(s) for EPA staff members for the Help Desk Trouble Ticketing Software upon request.

#### ***2.1.5. Customer Services***

The contractor shall generate and automatically distribute customer satisfaction surveys to the CDX users, once the contractor's Help Desk staff closes a CDX Help Desk Ticket. The Help Desk shall email a link to the survey using an automated process in the Registration database.

#### ***2.1.6. Contingency Planning, Help Desk Documentation and Program Office and CDX Dataflow Document Requests***

The contractor shall create and maintain a CDX Help Desk Contingency Plan. This document must exist in the event that workers are unable to physically reach the actual location of the CDX Help Desk due to floods, fires, electrical outages, pandemic outages, other weather-related circumstances and circumstances beyond the contractor's control.

- a. The contractor shall create and maintain a Help Desk Service Plan based on its technical approach presented in its technical proposal, as appropriate. The contractor shall conduct a semi-annual review of the Service Desk Plan with the Government as required. The Service Desk Plan shall include, as a minimum, the following:

- Procedures for handling calls, emails and chats during help desk operational hours and after-hour calls, emails and chats.
  - Contractor-developed SOPs for complaint management (intake and investigation) and general inquiries.
  - Templates and scripts to ensure consistent responses to customers.
  - Customer request analysis process to seek common solutions to similar requests.
  - Content management processes to ensure appropriate communication.
  - Processes used to improve customer service and experience.
- b. The contractor shall update and maintain all documentation relating to the CDX Help Desk. The contractor shall provide EPA an updated copy of CDX Help Desk documentation on a semi-annual basis. The CDX Help Desk documentation shall include, as a minimum, the following:
- CDX Help Desk\_Tier 1\_Tier 2\_Security\_Incident\_Management Process
  - CDX ISSO Incident Management Process
  - CDX Operational Framework Overview
  - CDX Operations Team Security Incident Management Process
  - Security Incident Keylogger Handling Process
  - Security Team Incident Management Process
  - EPA CDX Account Identification Procedures
- c. The contractor shall update, maintain, and distribute Help Desk User's Guides, FAQs, a Help Desk Implementation Handbook, and other outreach materials in formats easily posted on the CDX Login Web Site.

All contractor-developed materials shall be written using software that enables ease of their posting on the CDX Login Web Site.

All customer generated requests for Help Desk User's Guides, FAQs, Handbooks or other outreach materials shall be submitted to EPA before distribution.

- d. The contractor shall generate CDX program specific reports on usage statistics, including registrations, submissions, and requests. EPA may request generation of CDX Program specific usage statistics, including registrations, users, submissions, and/or requests.

### ***2.1.6.1. Repository Software***

The contractor shall provide remote web based accessibility (i.e. SharePoint) for storing procedural documents. Remote access shall be available for EPA staff members upon request. SharePoint is cited as an example, it not a requirement.

### ***2.1.7. Help Desk Related Training and Travel***

The contractor shall attend training meetings, via teleconference, webinar or in person (including non-local travel), upon request and as new data flows are developed and eventually go into the CDX production environment.

## ***2.2. Optional Quantities***

The contractor shall allow room for an increase in agents, infrastructure capacity, training and hours. EPA shall have the ability to activate this task 30 days prior to implementing the approved task assumptions.

- a. The contract includes a maximum of 45,000 optional hours for one or more of the following labor categories:
  - Project Manager – Senior
  - Help Desk Manager
  - Help Desk Coordinator – Intermediate
  - Help Desk Coordinator - Spanish Support
  - Help Desk Coordinator - Senior

at the Contractor's fixed rate, set forth in the clause B.2 "PRICE/COST SCHEDULE," for the period of performance (POP) in effect at that time for emergencies and unanticipated critical high priority projects that are within the overall scope of the Performance Work Statement (PWS) but are not part of the Contractor's daily onsite support. The Contracting Officer (CO) will exercise the optional quantity hours in increments of 100 hours for a total of 450 increments up to the maximum of 45,000 hours per POP. The fixed rates for each of the two labor categories are specified in the clause B.2 "PRICE/COST SCHEDULE."

- b. Optional quantities are specific to each period of performance and do not carry forward into the next 12-month POP.
- c. When the COR requires the contractor to work on special projects, urgent new high priorities or emergency situations, the CO will notify the Contractor of EPA's intent to exercise an increment or increments of hours. The CO will provide the contractor with a PWS and the increments of hours per labor category. The Contractor will send an email to the CO and COR that the Contractor agrees with the hour increments and PWS. If, after a review of the optional quantity

exercise of hours for the PWS effort, the Contractor believes that the amount of optional quantity hour exercise would not be sufficient to complete the PWS effort, the Contractor shall provide the CO and COR with the Contractor's estimate of the required hours. The CO and COR will evaluate the Contractor's counter recommendation of hours and the CO will notify the Contractor whether the EPA concurs with the Contractor's estimate of hours. Once the EPA and the Contractor are in agreement, the Contractor shall submit a project plan with milestone dates for the effort. The CO will issue a modification to the task order that authorizes the contractor to start performing the optional required work which will also add funds to pay the Contractor. For emergencies, the CO may provide the PWS and increment of hours ordered and authorize the Contractor to immediately begin meeting the optional hours PWS requirement. The Contractor shall still provide the project plan and milestone completion dates within five working days and the COR and CO will review and either approve the plan or have a conference call to discuss a mutually agreement on the required hours and labor categories. The CO will issue a modification to the task order that codifies the agreement and will also funds the work.

- d. The CO may exercise more than one optional quantity increment at a time during each POP.
- e. The Government is not obligated to order the optional quantities or to pay the contractor for labor hours the CO has not authorized prior to the contractor incurring them. The contractor shall not submit invoices for labor hours for which the contractor has not already incurred costs.
- f. The contractor's monthly invoice that contains optional quantity hours shall include a detailed breakout for each labor category by the total number of hours worked for the POP, the labor category's hourly rate that the contractor used in its cost submission, the bandwidth for tickets closed during the POP and a detailed breakout for each ODC that the contractor used in its cost submission during the POP all which are stated in the "PRICE/COST SCHEDULE clause.

### **3. TRANSITION SUPPORT**

#### ***3.1. Incoming Transition-In***

In accordance with this contract, the Contractor shall provide a draft with proposal for incoming transition. The Contractor shall coordinate with the Government in planning and implementing a complete transition to the Contractor's support model. The Contractor shall collaborate with the Government to provide a Final Transition-In Plan. The contractor shall complete all transition-in activities fourteen (14) days after contract award date. The Government shall also designate a transition period for the incoming Contractor to coordinate and work with the incumbent Contractor. This transition plan shall include, but is not limited to:

- Availability of Key Resources.
- Timelines/Milestones.
- Coordination with Government representatives.
- Review, evaluation and transition of current support services.
- Transition of historic data to new Contractor system.
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes.
- Documentation and Inventory.
- Applicable EPA briefing and personnel in-processing procedures.
- Comprehensive Security Plan.
- Prior to going live, contractor shall shadow/mentor incumbent for (10) working days.

### ***3.2. Outgoing Transition-Out***

In accordance with this contract, the Contractor shall provide a seamless Transition-Out Plan for 120 calendar days prior to expiration of the contract. The plan shall include transitioning work from an active contract to a follow-on contract/order or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this order to a successor provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include electronic delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

- Project management processes
- Points of contact
- Transfer of all technical and project management documentation
- Status of ongoing technical initiatives
- Appropriate contractor to contractor/Government coordination to ensure a low risk transition
- Transition of Key Personnel
- Schedules and milestones
- Actions required of the Government
- Help Desk Service data, including metrics and statistics

- Review, evaluation and transition of current support services.
  - Transition of historic data to new Contractor system.
  - Applicable EPA debriefing and personnel out-processing procedures.
  - Allow new contractor to shadow/mentor for (10) working days.
- a. The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition out.

#### 4. DELIVERABLES & ACCEPTANCE CRITERIA

Help Desk			
Deliverable	Work Product	Due Date	Acceptance Criteria
2.1.1	Help Desk Weekly Status Report	Every Friday the contractor shall deliver the contract Weekly Status Report to EPA.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.1	Help Desk Weekly Status Meetings	Shall be held on Wednesdays from 11:00-12:00 Eastern Time Zone, or at a different time designated by EPA.	Required staff shall attend the meeting and notify the EPA at least one day in advance of any staff not able to attend and reason why.
2.1.1	Help Desk Monthly Status Report	The 15 <sup>th</sup> of every month the contractor shall deliver the contract Monthly Status Report to EPA.	The reports shall include narrative, financial and statistical data. The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.1	Help Desk Initial Staffing Plan, including Peak Periods	EPA will provide the contractor with delivery dates for the document if one is not proposed by the contractor. Draft due with proposal.	The plan utilizes historical data and new optional period needs to provide an acceptable level of staffing
2.1.1	Help Desk Yearly Cost Distribution Report.	The contractor shall deliver the report 15 working days after the end of every contract	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should

		year.	reflect the proper quality assurance and accuracy.
2.1.3	Updates to the Help Desk Telephone Tree and Recording	Updates shall be due within two business days of the date the EPA provides the contractor with a written request.	The updates shall clearly diagram new the phone tree flow and recordings so that it is consistent with the CDX help desk operations.
2.1.4.1	Help Desk Security Incident Reports	E-mail alerts are due within one hour of the incident.	The alerts shall conform to the CDX Incident Response Procedures (IRP) and the contractor shall transmit them to all of the personnel designated in the IRP within one hour.
2.1.4.2	Help Desk Ticketing System	Approved Ticketing System, including Help Desk Statistical Reports and performance trends (every Monday).	Ticketing system shall have capabilities specified by EPA
2.1.4.3	Help Desk Phone System Hardware / Software	Approved Phone System, including Help Desk Statistical Reports and performance trends (every Monday).	Phone system shall have capabilities specified by EPA.
2.1.6	Help Desk Contingency Plan	30 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Service Plan	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy
2.1.6	Help Desk Procedures	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: CDX Help Desk_Tier 1_Tier 2_Security_Incident_Management Process	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.

2.1.6	Help Desk Documentation: CDX ISSO Incident Management Process	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: CDX Operational Framework Overview	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: CDX Operations Team Security Incident Management Process	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: Security Incident Keylogger Handling Process	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: Security Team Incident Management Process	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Documentation: EPA CDX Account Identification Procedures	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk User's Manuals, FAQs and Help Desk Implementation Handbooks	120 days after contract award, updated as required, no less than every six months.	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.
2.1.6	Help Desk Program Specific Reports	The contractor shall provide these reports when requested	The reports shall be clear, concise, written in grammatical English without spelling or cut and paste errors. Data should reflect the proper quality assurance and accuracy.



2.1.7	Node/Web Help Desk Tool and Report Templates	30 days after option is exercised, updated as required.	Tool shall have capabilities specified by EPA.
2.1.8	Help Desk CROMERR Procedures and Documentation	120 days after contract award, updated as required, no less than every six months.	The deliverables shall be clear, concise, written in grammatical English without spelling or cut and paste errors.
3.1	Transition-In Plan	Draft due with proposal. Final due fourteen (14) days after contract award.	The deliverable shall be clear, concise, written in grammatical English without spelling or cut and paste errors.
3.2	Transition-Out Plan	120 days prior to the expiration of the contract	The deliverable shall be clear, concise, written in grammatical English without spelling or cut and paste errors.

## 5. HELP DESK SERVICE LEVELS

The following metrics (and explanations of components) are the most common ones used in outsourcing agreements for help desk services. For the sake of clarity, each component is repeated by service level. If any component, such as "requirement," remains the same for all measures in an IT tower, then that component can optionally be stated only one time for conciseness. EPA reserve the right to renegotiate and modify Service Level Agreements (SLAs), as organization needs change. SLAs will be evaluated and revise annually, if applicable.

### 5.1. Help Desk Call Answer

Component	Explanation of Component
<b>Definition</b>	Answer time is the number of seconds it takes any representative of the organization's user community to connect with the service provider's contact center representative.
<b>Requirement</b>	60 seconds
<b>Measurement Range</b>	Low = 5 seconds; High = 2 minutes 30 seconds
<b>Compliance</b>	85% of calls will be answered in <60 seconds by a live person who is front-end directed by Automatic Call Distribution (ACD).  Less than 5% of calls answered by Voicemail System during regular business hours

<b>Measurement Frequency</b>	Monthly
<b>Calculation Formula</b>	Number of calls answered in < x seconds/total calls = service level attained.
<b>Data Sources</b>	Web-based system from service provider with date- and time-stamp capabilities, as well as ACD system with same or similar capabilities.

## 5.2. Call Abandonment Rate

Component	Explanation of Component
<b>Definition</b>	The proportion of calls that come into the service provider's help desk that hangs up or are disconnected before the service provider's agent answers the phone. A wrong immediate hang-up exclusion not exceeding 30 seconds is acceptable.
<b>Requirement</b>	7%
<b>Measurement Range</b>	Low = < 25%; High = <2%.
<b>Compliance</b>	N/A
<b>Frequency</b>	Monthly
<b>Calculation Formula</b>	Number of abandoned calls (that is, calls that have entered the queue and "hung up")/total calls = service level attained.
<b>Data Sources</b>	Must have date- and time-stamp capabilities

## 5.3. First-Call Resolution Rate

Component	Explanation of Component
<b>Definition</b>	The percentage of total contacts planned for resolution at this level. First contact completion applies when the first person that the customer reaches answers the question, resolves the problem or dispatches service where appropriate. Warm transfers and callbacks should be considered second or greater contact.
<b>Requirement</b>	90%
<b>Measurement Range</b>	Low = 45%; High = 95%.
<b>Compliance</b>	N/A

<b>Frequency</b>	Monthly
<b>Calculation Formula</b>	Number of calls resolved on the first call/total calls = service level attained.
<b>Data Sources</b>	Ticketing system must have date- and time-stamp capabilities.

#### 5.4. Call Center Availability

<b>Component</b>	<b>Explanation of Component</b>
<b>Definition</b>	Maintain call center environment in good operating condition so that standard/normal service-recipient activities can take place within defined time frames.
<b>Requirement</b>	98%
<b>Measurement Range</b>	Low = 97%; High = 99%.
<b>Compliance</b>	N/A
<b>Frequency</b>	Monthly
<b>Calculation Formula</b>	Total available hours/total hours in measurement period = service level attained.
<b>Data Sources</b>	Ticketing and phone system must be available for hours of operation, as verified by the system log.

#### 5.5. Customer Satisfaction

<b>Component</b>	<b>Explanation of Component</b>
<b>Definition</b>	Measures performance of service provided to end user or customer. Used to identify end user's opinion of service performance. The results are used to identify and resolve any issues and problems. Resulting actions should improve end-user/management satisfaction and service performance.
<b>Requirement</b>	Very satisfied or satisfied
<b>Measurement Range</b>	Customer Satisfaction Score between 1 and 7
<b>Compliance</b>	4 or above for each question & the total score for all questions
<b>Frequency</b>	Monthly for 100% of end users who contact help desk.

<b>Calculation Formula</b>	Monthly, by taking 100% of daily activities and completing a customer satisfaction record per documented processes and procedures.
<b>Data Sources</b>	Survey is provided by surveymonkey.com

## 5.6. Ticket Opened Time Length

<b>Component</b>	<b>Explanation of Component</b>
<b>Definition</b>	The length of time a tickets is open. Provides a percentage of tickets “open time” from opened to resolved during the month.
<b>Requirement</b>	Track ticket “open time” and resolve 90% of tickets within 8 hours, and 95% of tickets within 24 hours. Does not include tickets assigned to other teams or email tickets. The Service Desk will track tickets assigned to other teams and email tickets, documenting a status every 24 hours.
<b>Measurement Range</b>	Low = 80%, High = 99%
<b>Compliance</b>	90% of tickets resolved within 8 hours 95% of tickets resolved with 24 hours
<b>Frequency</b>	Monthly
<b>Calculation Formula</b>	Percentage of tickets resolved within 8 hours, and resolved within 24 hours.
<b>Data Sources</b>	Ticketing system must have date- and time-stamp capabilities.

## 5.7. Legend

<b>Definition</b>	Describes the service level objective the parties have considered important to ensure the quality level of customer service needed for this project.
<b>Requirement</b>	A client specific metric set as a requirement for the project.
<b>Measurement Range</b>	Provides the common range of measurement for this metric.

<b>Compliance</b>	Compliance sets the performance rate for the service as measured against the requirement. It is expressed in a percentage, such as, 75%, 90% or 99%. This would mean that the requirement stated above should be achieved this percentage of the time.
<b>Frequency</b>	The time frame for when the measurements will be collected and reported. Measurements may be daily, weekly, monthly or any other frequency that is applicable to the environment. Monthly is the most common because it provides enough volume to create an accurate measurement.
<b>Calculation Formula</b>	This is a narrative description of the formula for the calculation of the metric. For instance, time to answer is calculated by taking the number of calls answered in X (where X is the requirement) seconds divided by the total number of calls answered = the compliance range %.
<b>Data Sources</b>	Data source is where the source of the data is identified. It may be a system or a process that provides the input to the calculations above.

## 5.8. Incident Priorities and Escalation times

The following standard incident priorities and escalation times will apply to the services provided under the terms of this Agreement.

<b>Incident Priority</b>	<b>Status</b>	<b>Definition</b>	<b>Escalation Time</b>
<b>Priority 1</b>	Mission critical	A problem that affects multiple users.	Within 1 hour
	Security incident	A problem that is affects the security of the system and needs to be further investigated	
<b>Priority 2</b>	Extremely urgent	A problem with no known workaround that affects a single user.	Within 2 hours
<b>Priority 3</b>	Medium priority	A general service request or problem with workaround solution.	Within 8 hours
<b>Priority 4</b>	Low Priority	A service request that does not require immediate	Within 3 working days

		attention or involves long range planning.	
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## 5.9. Problem Escalation

To ensure that the customer receives prompt attention on unresolved issues, the Help Desk operates a problem escalation procedure in order that any unresolved problems are notified to Tier 3 support on a priority basis dependent upon the severity of the problem.

- The contractor shall receive an opportunity to review and add SLAs.
- The contractor shall provide an Operational Level Agreement (OLA), which is required between Tier 2 and Tier 3, prior to the go live date.
  - The OLA shall state everything that the functional Tier will need to do in relation to each other to support the SLAs.

## 6. DEFINITIONS AND ACRONYMS

Common Term	Definition
<b>Closed Ticket</b>	No more work on this ticket is required. <b>Note: The ticket is not closed, if it is reopened for non-resolution, following customer survey response.</b>
<b>Data Flows</b>	Data collection systems for different program offices.
<b>Resolution</b>	Resolves the problem or escalates service where appropriate.

Acronym	Definition
<b>ACE</b>	Automated Commercial Environment
<b>ACRES/BMS</b>	Assessment, Cleanup and Redevelopment Exchange System/ Brownfields Management System
<b>AQS</b>	Air Quality System
<b>ARCS</b>	Aircraft Reporting and Compliance System
<b>BaSR</b>	Burial at Sea Reporting
<b>BioSolids</b>	EPA Biosolids Program
<b>CAESC</b>	Compliance Assurance and Enforcement - South Central

<b>CDX Lite</b>	Central Data Exchange Lite
<b>CEDRI</b>	Compliance and Emissions Data Reporting Interface
<b>CROMERR</b>	Cross-Media Electronic Reporting Rule
<b>CSPP-8(a) Nano</b>	Submissions for Chemical Safety and Pesticide Programs - 8(a)
<b>CSPP-8(b)</b>	Submissions for Chemical Safety and Pesticide Programs - 8(b)
<b>CSPP-8(e) Risk Notification</b>	Submissions for Chemical Safety and Pesticide Programs - 8(e) Risk Notification
<b>CSPP-Section 4 CDR</b>	Submissions for Chemical Safety and Pesticide Programs – Chemical Data Reporting
<b>CSPP-Section 5 PMN</b>	Submissions for Chemical Safety and Pesticide Programs – Pre-manufacture Notice
<b>CSPP-FYI</b>	Submissions for Chemical Safety and Pesticide Programs - For Your Information
<b>CSPP-EDSP</b>	Submissions for Chemical Safety and Pesticide Programs - Endocrine Disruptor Screening Program
<b>CSPP-Title VI</b>	Submissions for Chemical Safety and Pesticide Programs – Title VI
<b>eBeaches</b>	Beach Environmental Assessment and Coastal Health System
<b>eCDR</b>	Electronic Chemical Data Reporting
<b>e-Disclosure</b>	Voluntary Disclosure System
<b>e-Enterprise</b>	Electronic Enterprise for the Environment
<b>eFDP-RC</b>	Electronic Facility Data Profile - Regional Component
<b>e-GGRT</b>	Electronic Greenhouse Gas Reporting Tool
<b>e-Manifest</b>	Electronic Hazardous Waste Manifest System
<b>e-NEPA (EIS)</b>	NEPA Environmental Impact Statements
<b>eNOI</b>	Storm Water Electronic Notice of Intent
<b>eNOT</b>	Electronic Notice of Termination
<b>ePortal</b>	Enterprise Portal
<b>EnviroFlash</b>	Environmental Notifications
<b>EnviroFlash-AirNow</b>	Environmental Notifications - Air Quality Notifications
<b>EnviroFlash-OTAQ</b>	Environmental Notifications - Office of Transportation and Air Quality
<b>EnviroFlash-SU</b>	Environmental Notifications – Super User
<b>EnviroFlash-UVI</b>	Environmental Notifications - Ultraviolet Index.
<b>ePMN/eTSCA</b>	Electronic Toxic Control Substances Act
<b>eSIPS</b>	Electronic State Implementation Plan Submission
<b>FOND/FONAR</b>	Fuel Oil Non-Availability Disclosure Portal / Fuel Oil Non-Availability Report
<b>FORS</b>	FARR Online Reporting System
<b>FRS</b>	Facility Registry System
<b>GLEND</b>	Great Lakes Environmental Database Query System
<b>GEG46000</b>	NPDES Permit No. GEG46000

<b>GMG29000</b>	NeT - EPA Region 6 Outer Continental Shelf NPDES Permit
<b>GLNDA</b>	Great Lakes Node
<b>I-SPeCS</b>	Interim State Plan Electronic Collection System
<b>iBoard</b>	EPA Internet on Boarding Application
<b>IEPB</b>	Exchange Network Grant Semi-Annual Reporting Forms
<b>LEAD Abatement Notification</b>	Lead-based Paint Abatement Activities Certifications and Notifications
<b>LEAD Applicant Management</b>	Lead-based Paint Abatement Applicant Management
<b>LEAD Firm Certification</b>	Lead-based Paint Abatement Firm Certifications
<b>LEAD Individual Certification</b>	Lead-based Paint Abatement Individual Certifications
<b>Lead Misc Payment</b>	Lead-based Paint Abatement Payments
<b>LEAD Training Notification</b>	Lead-based Paint Abatement for Training Notifications
<b>Lead Training Provider Application</b>	Lead-based Paint Abatement Training Provider Application
<b>LEXIS</b>	3rd Party Validation Test Application
<b>MyRCRAid</b>	My Resource Conservation and Recovery Act Site Identification Form
<b>NeTCGP</b>	NPDES eReporting Tool for Construction General Permit
<b>NetDMR</b>	Network Discharge Monitoring Reports
<b>NDMR-AK</b>	NetDMR: Alaska Department of Environmental Conservation
<b>NDMR-AR</b>	NetDMR: Arkansas DEQ
<b>NDMR-CO</b>	NetDMR: Colorado DPHE WQCD
<b>NDMR-CT</b>	NetDMR: Connecticut DEP
<b>NDMR-GA</b>	NetDMR: Georgia Environmental Protection Division
<b>NDMR-HI</b>	NetDMR: Hawaii - Dept. of Health
<b>NDMR-IL</b>	NetDMR: Illinois EPA
<b>NDMR-IN</b>	NetDMR: Indiana DEM
<b>NDMR-KY</b>	NetDMR: Kentucky DEP
<b>NDMR-LA</b>	NetDMR: Louisiana DEQ
<b>NDMR-MD</b>	NetDMR: Maryland (MDE)
<b>NDMR-ME</b>	NetDMR: Maine Department of Environmental Protection
<b>NDMR-MS</b>	NetDMR: Mississippi DEQ
<b>NDMR-MT</b>	NetDMR: Montana DEQ
<b>NDMR-NE</b>	NetDMR: Nebraska Department of Environmental Quality
<b>NDMR-NY</b>	NetDMR: NYSDEC
<b>NDMR-OR</b>	NetDMR: Oregon DEQ
<b>NDMR-R1</b>	NetDMR: EPA Region 01 - New Hampshire and Massachusetts
<b>NDMR-R10AK</b>	NetDMR: EPA Region 10 - Alaska
<b>NDMR-R10ID</b>	NetDMR: EPA Region 10 - Idaho



<b>NDMR-R10OR</b>	NetDMR: EPA Region 10 - Oregon
<b>NDMR-R10WA</b>	NetDMR: EPA Region 10 - Washington
<b>NDMR-R2</b>	NetDMR: EPA Region 02 - Salamanca - PR & SR
<b>NDMR-R3</b>	NetDMR: EPA Region 03 - DC-DE
<b>NDMR-R4</b>	NetDMR: EPA Region 04
<b>NDMR-R5</b>	NetDMR: EPA Region 05
<b>NDMR-R6</b>	NetDMR: EPA Region 06 - AR-GM-LA-NM-OK-TX
<b>NDMR-R7</b>	NetDMR: EPA Region 07
<b>NDMR-R8</b>	NetDMR: EPA Region 08
<b>NDMR-R9</b>	NetDMR: EPA Region 09 - AS-AZ-CA-GU-MP-MW-NN
<b>NDMR-RI</b>	NetDMR: Rhode Island Department of Environmental Mgmt
<b>NDMR-SD</b>	NetDMR: South Dakota DENR
<b>NDMR-TN</b>	NetDMR: Tennessee Division of Water Resources
<b>NDMR-TOK</b>	NetDMR: Training Instance - OK
<b>NDMR-USVI</b>	NetDMR: USVI DPNR-DEP
<b>NDMR-UT</b>	NetDMR: Utah DWQ
<b>NDMR-RI</b>	NetDMR: Rhode Island Department of Environmental Mgmt
<b>NDMR-SD</b>	NetDMR: South Dakota DENR
<b>NDMR-TN</b>	NetDMR: Tennessee Division of Water Resources
<b>NETDMR-SYS</b>	Network Discharge Monitoring Report - System Admin
<b>NEI</b>	National Emissions Inventory
<b>NETEPACGP</b>	NeT - EPA NPDES Stormwater Construction General Permit
<b>NETEPAMSGP</b>	NeT - EPA NPDES Stormwater Industrial Multi-Sector General Permit
<b>NetPGP</b>	NPDES eReporting Tool Pesticides General Permit
<b>Node</b>	A Web service enabled server (hardware and software) that provides a point for exchanging information over the Internet.
<b>NOI CGP</b>	Notice of Intent for Construction General Permit
<b>ODS-CBI</b>	Ozone Depleting Substances Tracking System
<b>OTAQ DCFuels</b>	Office of Transportation Air Quality Fuels Reporting
<b>OTAQ EMTS</b>	Office of Transportation and Air Quality EPA Moderated Transaction System
<b>OTAQ Reg</b>	Office of Transportation and Air Quality Fuels Registration
<b>OTAQ Waiver Credits</b>	Cellulosic Biofuel Waiver Credits Pay.gov Application
<b>PSP</b>	Pesticide Submissions Portal
<b>R7 Exchange</b>	Region 7 File Exchange
<b>R9 Exchange</b>	Region 9 File Exchange
<b>RADNet</b>	Radiation Network
<b>RCRA</b>	Resource Conservation and Recovery Act
<b>RCRAFT</b>	Resource Conservation and Recovery Act - File Transfer
<b>RCRA Info</b>	Resource Conservation and Recovery Act Information